

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Arizona Board of Regents for and on
behalf of Arizona State University, an
Arizona body corporate,

Plaintiff,

v.

Shawn Hollenbeck, an individual,
Defendant.

Case No. 2:13-CV-00452-SLG

**FINAL JUDGMENT AND
PERMANENT INJUNCTION**

Upon stipulation by Plaintiff Arizona Board of Regents for and on behalf of Arizona State University (“ASU”), and Defendant Shawn R. Hollenbeck (“Defendant”), and good cause appearing therefore, the Court hereby finds as follows:

1. ASU filed a Complaint with this Court against Hollenbeck on February 25, 2013, asserting claims for cybersquatting, 15 U.S.C. § 1125(d); trademark infringement, 15 U.S.C. § 1114; trademark dilution, 15 U.S.C. § 1125(c); and unfair competition and false designation of origin, 15 U.S.C. § 1125(a) (collectively, the “Claims”).

2. This Court has jurisdiction over Defendant, and over the Claims, pursuant to 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331 and 1338; venue is proper in this Court, pursuant to 28 U.S.C. § 1391. Defendant has waived service of process.

3. ASU is the owner of multiple federally registered marks and common law marks for or incorporating SUN DEVIL (collectively, the “Sun Devil® Marks”).

4. ASU has used one or more of the Sun Devil® Marks since at least 1947. As a result of ASU’s longstanding and widespread use of the Sun Devil® Marks, those marks have become famous.

5. Without authorization from ASU, Defendant registered the domain name <sundevil.com> and used it in connection with a website for an apparent commercial purpose, including most recently a website titled “SunDevil.Com Photography.”

6. Defendants’ unauthorized use of the Sun Devil® Marks constitutes cybersquatting, trademark infringement, trademark dilution, and unfair competition.

Therefore, upon stipulation of ASU and Defendant, and good cause appearing therefore, IT IS HEREBY ORDERED AND ADJUDGED as follows:

7. Judgment shall be, and hereby is, entered in favor of ASU and against Defendant on all of the Claims.

8. Defendant shall immediately cease all use of <sundevil.com> and shall transfer that domain name to ASU or its authorized representative.

9. Defendant shall immediately cease all use of any of the Sun Devil® Marks for any commercial purpose.

10. Defendant and all those acting in concert with him are permanently enjoined from using and from registering any name or mark incorporating any of the Sun Devil® Marks and any other name, mark, or indicia (i.e. colors, pitchfork, or mascots) of ASU for any commercial purpose.

11. ASU and Defendant have stipulated that no damages shall be awarded by the Court, and each party shall bear its own fees and costs.

12. Defendant has stipulated and agreed to entry of this Final Judgment and Permanent Injunction freely and without coercion.

13. Defendant acknowledges that he has read the provisions of this Final Judgment and Permanent Injunction and is prepared to abide by them.

14. ASU and Defendant stipulate that this Final Judgment and Permanent Injunction is not an admission of any intentional wrongdoing.

15. ASU and Defendant acknowledge and submit to the jurisdiction of this Court with respect to the interpretation, enforcement, or modification of this Final Judgment and Permanent Injunction.

Dated this 19th day of April, 2013.

/s/ Sharon L. Gleason
United States District Judge